

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2  
(MC2013-51 AND CP2013-64)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2016-97

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF  
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION THREE TO A GLOBAL RESELLER EXPEDITED PACKAGE  
CONTRACTS 2 NEGOTIATED SERVICE AGREEMENT**

(April 21, 2017)

The agreement that is the subject of this docket is set to expire April 30, 2017.<sup>1</sup> Attached to this notice is Modification Three,<sup>2</sup> which the customer and the Postal Service have executed. The modification amends Article 11, so that it states that the agreement will expire on the sooner of: (a) 11:59 p.m. on May 31, 2017, or (b) 11:59 p.m. on May 14, 2017, if the Postal Regulatory Commission concludes its review of the successor agreement by May 10, 2017; unless the Agreement is terminated sooner pursuant to Article 12 or Article 13.

The customer has signed a successor to the agreement that is the subject of this docket. The Postal Service intends to initiate a new rate docket, in which the Postal Service intends to file the successor agreement as soon as possible. In the meantime,

<sup>1</sup> PRC Order No. 3817, Order Approving Modification Two to a Global Reseller Expedited Package Services 2 Negotiated Service Agreement, PRC Docket No. CP2016-97, March 14, 2017, at 2.

<sup>2</sup> A redacted version of the modification is filed as Attachment 1. With respect to the non-public version of the modification filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's January 15, 2016 notice in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2016-97, January 15, 2016, Attachment 4.

however, the Postal Service requests that the Commission continue to list the agreement that is the subject of this docket in the Mail Classification Schedule, according to the terms set forth in the modification filed today.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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April 21, 2017

**MODIFICATION THREE TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND  
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Reseller") with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller on December 18, 2015, and signed by the USPS on December 18, 2015, as amended by Modification One to the Agreement, signed by the Reseller and by the USPS on January 11, 2017, and as amended by Modification Two to the Agreement, signed by the Reseller and by the USPS on March 8, 2017. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Article 11 Term of the Agreement shall now read as follows:

**11. Term of the Agreement.** The USPS will notify the Reseller of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until the sooner of: (a) 11:59 p.m. on May 31, 2017, or (b) 11:59 p.m. on May 14, 2017, if the Postal Regulatory Commission concludes its review of the successor agreement by May 10, 2017; unless the Agreement is terminated sooner pursuant to Article 12 or Article 13.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-97). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at <http://prc.gov/Docs/63/63467/Order225.pdf>.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

**Confidential**

USPS / [REDACTED]; 04/2017

Modification Three Page 1 of 2

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Donald W. Ross

Name:

Donald W Ross

Title:

Director Int'l Sales

Date

4/20/2017

ON BEHALF OF

Signature:

Name:

Title:

Date:

[REDACTED]

04-20-2017

**Confidential**

USPS / [REDACTED] 04/2017

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